



RFQ No. W912DW-05-Q-0137

**US Army Corps
of Engineers®**
Seattle District

Project: PRECOMMERCIAL THINNING

Location: FORT LEWIS, WASHINGTON

**SERVICE
AND STATEMENT OF WORK**

CLOSING DATE: 6 SEPTEMBER 2005
CLOSING TIME: 9:00 AM PACIFIC DAYLIGHT TIME

REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Sue Valenzuela, or mailed to US Army, Corps of Engineers, Seattle District, Attention: Sue Valenzuela, P.O. Box 3755, Seattle, WA 98124-3755 or send via e-mail to Susan.M.Valenzuela@usace.army.mil

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-5208-1561		PAGE 1 OF 36	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-05-Q-0137	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SUSAN M VALENZUELA		b. TELEPHONE NUMBER (No Collect Calls) 206-764-6691		6. SOLICITATION ISSUE DATE 22-Aug-2005	
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329 TEL: 206-764-3772 FAX: 206-764-6817		CODE W912DW		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 115310 SIZE STANDARD:\$6.0		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
						13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 36	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY <i>(Print)</i>			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE			
			42b. RECEIVED AT <i>(Location)</i>			
42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS				

Section SF 1449 - CONTINUATION SHEET

INSTRUCTIONS

1. REPRESENTATIONS AND CERTIFICATIONS CONTAINED HEREIN MUST BE COMPLETED BY QUOTERS AND RETURNED WITH OFFERS:

2. Marking of Quote Envelopes:

Envelopes shall be plainly marked as follows:

QUOTE FOR: PRECOMMERCIAL THINNING
FORT LEWIS, WASHINGTON

Request for Quote No. W912DW-05-Q-0137

CLOSING DATE AND TIME: 6 September 2005, 9:00 A.M. PACIFIC DAYLIGHT TIME

AMENDMENTS NUMBERED _____ HAVE BEEN RECEIVED

3. Faxed quotes shall be accepted before closing at FAX No. 206-764-6817. Attn: Susan Valenzuela. For questions call 206-764-6691. Mailed quotes shall be accepted before closing at US Army Corps of Engineers, Seattle District, PO Box 3755 Seattle, WA. 98124. Physical street address is US Army Corps of Engineers, Seattle District, 4735 E Marginal Way S., Seattle, WA. 98134. E-mail address is Susan.M.Valenzuela@usace.army.mil
4. Any contractor receiving an award is required to be registered in the CCR (Central Contracting Registry).
5. **PROSPECTIVE OFFERORS**: The Director of Defense Procurement has issued a final rule amending the Defense Federal Acquisition Regulations Supplement (DFARS) to require contractors to be registered in the DOD Central Contractor Registration (CCR) for awards resulting from solicitations issued after May 31, 1998.

This rule more efficiently implements the Debt Collection Improvement Act of 1996, as it requires contractors to be registered in CCR for consideration of future solicitations, awards, and payment. Registration is required prior to award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement from a solicitation issued after May 31, 1998. **LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.**

The web site may be accessed at www.ccr.gov

6. **ELECTRONIC FUNDS TRANSFER (EFT)**: Effective 99 Jun 01, the Government will make all payments by EFT (unless the Government VISA credit card is accepted). The only exceptions are: 1) Foreign Vendors; 2) Government Agencies, and 3) One time payments. The EFT forms and instructions are on the USACE Finance Center (UFC) Web Page; www.fc.usace.army.mil The UFC points of contact for this action are Ms. Nita Clower, 901/874-8542 and Mr. Michael Rye, 901/874-8543.
7. Multiple Awards may be made to the responsive and responsible offerers with the lowest offers as follows: CLIN 0001-0004 as one award and CLIN 0005-0010 as another award.

8. The contractor is **required** to provide the following information with your quote:

Federal Taxpayer's ID Number: _____

DUNS Number: _____

CCR Cage Code Number _____

This requires registration in CCR, web site for registration is www.ccr.gov

Remit to Address:

Company Name: _____

Address: _____

City/State/Zip: _____

Phone & Fax Numbers: _____

E-Mail Address: _____

Web Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil> at the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

ANNOUNCEMENT TO BIDDERS/OFFERORS

Due to recent national events Seattle District US Army Corps of Engineers shall be conducting business under heightened security for the foreseeable future.

Access to Federal Center South, 4735 E Marginal Way S, Seattle WA 98124 will be through the front Lobby only. The building is under Federal Protective Service, which means that persons entering the facility are subject to inspection; including purses, packages, etc. All deliveries shall be thoroughly inspected. In addition, visitors may be required to be escorted by Corps personnel while in the building.

For any questions please contact the Contract Specialist assigned to your project or check our website at www.nws.usace.army.mil for up-to-date information.

Note: Inspection of units can be arranged with Nancy Benson, Fort Lewis Forestry, Building 1210, Fort Lewis, Wa. Telephone 253-966-6474 between 7:30 AM and 4:00 PM, Mondays through Fridays (Holidays excepted). Maps will be made available.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum		

PRECOMMERCIAL THINNING

FFP

PROVIDE ALL LABOR, EQUIPMENT, SUPPLIES AND MATERIALS NECESSARY TO PERFORM THE PRECOMMERCIAL THINNING OF FORESTED LAND, FORT LEWIS, WASHINGTON IN ACCORDANCE WITH THE STATEMENT OF WORK INCORPORATED HEREIN. WAGE DETERMINATION NO. 1977-0209, REV 32 DATED 06/27/2005 IS APPLICABLE AND HEREBY INCORPORATED HEREIN,. PURCHASE REQUEST NUMBER: W68MD9-5208-1561

NET AMT

FOB: Destination

SOW

Bid Schedule
Precommercial Thinning of Forested Land, Fort Lewis

CLINs 0001-0004: Performance period is 90 calendar days and work is expected to begin on September 6, 2005 .

<u>ITEM NO.</u>	<u>SUPPLY/SERVICE</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
CLIN 0001	Westom #4	16	Acre	\$_____	\$_____
CLIN 0002	Ohman	76	Acre	\$_____	\$_____
CLIN 0003	Sixth Division	52	Acre	\$_____	\$_____
CLIN 0004	Dogshead	48	Acre	\$_____	\$_____
	TOTAL	192	Acres	\$_____	\$_____

CLINs 0005-0010: Performance period is 160 calendar days and work is expected to begin on September 6, 2005 .

<u>ITEM NO.</u>	<u>SUPPLY/SERVICE</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
-----------------	-----------------------	-----------------	-------------	-------------------	---------------

CLIN 0005	N. Berry Strip #2	36	Acre	\$_____	\$_____
CLIN 0006	Jan's Hill Shelterwood	68	Acre	\$_____	\$_____
CLIN 0007	Cheek Hill Shelterwood	71	Acre	\$_____	\$_____
CLIN 0008	Moore Woods	20	Acre	\$_____	\$_____
CLIN 0009	Coffee Creek	64	Acre	\$_____	\$_____
CLIN 0010	Bower	52	Acre	\$_____	\$_____
	TOTAL	311	Acres	\$_____	\$_____

STATEMENT OF WORK

DESCRIPTION:

Work To Be Done: The work consists of furnishing all personnel, hand-held equipment (chain/brush saws), labor, management / supervision, transportation and operating supplies/materials in strict accordance with the plans and specifications required to pre-commercially thin the area(s) designated on the drawings or maps.

Location: Fort Lewis, Washington, approximately 15 miles southwest of Tacoma, WA

Premises: The premises concerned in this project are Government owned and managed.

Contract Period: The proposed contract period for precommercial thinning will start on **September 6, 2005, or as soon thereafter** and extend for 90 calendar days (Bid Item #1) and 160 calendar days (Bid Item #2).

Description of Work: Provide all personnel, equipment, labor, management / supervision, transportation and operating supplies/materials to perform all contract work in strict accordance with the specifications and plans required to precommercial thin areas listed in Appendix A. There must be a designated Contractor representative on the work site while work is being performed who speaks fluent English.

GOVERNMENT PROVIDED:

The Government will provide a representative to acquaint the Contractor with the area designated for precommercial thinning.

Adequate maps, use of aerial photographs and other data necessary for orientation.

Boundaries of treatment area flagged or marked if indistinct.

CONFLICTS WITH MILITARY USE: This project is on an active military reservation and the contractor may be required to move persons, equipment and operations at his/her expense at the direction of the Government out of the area in which there is a conflict with military use, whenever it is determined by military authority that the area where (s)he may be working at the time of notice is required for military use. In the event of any interference, due to military requirements, the Government may grant additional time to complete contract requirements, based on a day for day basis. A work schedule of the Contractor will be coordinated with the installation Stand Development Forester.

MILITARY EQUIPMENT: While working down range there is possible existence of hazardous military devices, e.g., live or dud ammunition, artillery shells, etc., . Immediately after contract award and prior to starting work, all contractor personnel will be required to attend a safety ordnance briefing conducted by 707th Ordnance (SSG Slivinski 967-5507. Location and time to be determined by the Government.

BACKGROUND INFORMATION:

Detailed information for precommercial thinning of approximately 500 acres of forest plantations is described in Appendix A.

Licenses and Permits: The Contractor shall obtain all licenses and permits necessary for

executing provisions of this contract without any additional expense to the Government.

Miscellaneous Requirements:

Work Schedule: Submit a work schedule prior to the start of work.. Include the starting dates and duration of all operations listed above in paragraph 6.1. The work schedule shall be approved by the Contracting Officer or designated Government representative prior to commencement of any work. Any need for departure from the work schedule shall be reported to the designated Government representative. The initial work schedule shall be submitted to the Contracting Officer within five (5) days after award.

Interface With Others: Other types of Government use of the areas involved in this project may be anticipated while the work is being performed. The Contractor shall plan their work & coordinate these operations so that there will be minimum interference to others in the vicinity, including military training, and training exercises.

Operating Hours: The Contractor shall perform work between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday (normal Government working hours), or as authorized by the Contracting Officer. No work will be allowed outside of normal Government working hours without the advance written authorization of the Contracting Officer.

ACCESS TO FORT LEWIS:

Before award of the contract, bidders are considered visitors and will be required, to obtain

a visitor's pass from the visitors center located just outside main entrance to Ft. Lewis, at Exit #120.

After award of the contract, Government Contractors performing work on the installation will be required to register all vehicles to be used on the job site. Contractor employees entering post in privately-owned vehicles will be required to register those vehicles and obtain an installation permit. Copies of contract documents, proof of Liability Insurance, and valid driver's license and registration. For further information, please contact Vehicle Registration, Bldg 2140, at Waller Hall, Tel: (253) 967-7668

Access to sites can be coordinated through the offices listed below:

<u>Section</u>	<u>Telephone</u>	<u>Business Hours</u>
PW-Forestry Program	(253) 966-6474	0730 - 1600 (7:30 a.m. - 4:00 p.m.)
OR		
PW-Forestry Program	(253) 967-1740	Business hours same as above
Range Control	967-6371, 967-5060	0730-1600 (7:30 a.m. - 4:00 p.m.)

CONTRACTOR PERSONNEL:

Contract Manager: The Contractor will be required to name a project Manager who will be responsible for all work being performed. The Project Manager shall have a minimum of two (2) years precommercial thinning experience, be physically present on the work site while precommercial thinning is in progress, and must speak fluent English. In the event that the Project Manager cannot be present, precommercial thinning operations must cease. The Project Manager shall have authority to make on-site decisions on behalf of the Contractor concerning contract matters.

The Government has the right to restrict the employment under of any Contractor employee or perspective contract employee who is identified as a potential threat to the health , safety, security or general well-being of the

installation and its population. The Contractor shall provide competent and experienced employees capable of performing and fulfilling the contract requirements at or above a satisfactory level.

The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest. Any person who is an employee of the Department of the Army, either military or civilian, shall not be employed by the Contractor unless such person seeks and receives any approval required by DoD 5505.7-R, Department of the Army Standards of Ethical Conduct Rules.

The Contractor shall be responsible for the conduct of all his/her employees and shall inform the designated Government representative of any complaints received.

SAFETY & SAFETY REQUIREMENTS:

The Contractor shall work in a safe manner and fully comply with ALL applicable Federal, State and Army regulations and requirements. If the Contractor fails or refuses to promptly comply with all safety requirements, the Contracting Officer and/or the designated Government representative, may issue an order stopping/suspending all or part of the work until satisfactory corrective actions have been taken to fix the problem(s). No part of the lost time due to any such stop order shall be made subject of a claim for any extension of time or for excess costs or damage to the Contractor.

All equipment shall be maintained in good, safe operating condition. All safety precautions and regulations shall be observed when using equipment. All safety devices shall be in place and function properly on all equipment being used. All operations shall be conducted in full compliance with all OSHA, Army, Federal, State and local occupational health and safety laws and regulations. Any and all violations and fines are the sole responsibility of the Contractor.

RESOURCE PROTECTION & DAMAGE PREVENTION:

Protection of Environmental Resources: The environmental resources within the project boundaries and those affected outside the limits of work under this contract shall be protected during the entire period of this contract. The

Contractor shall confine his activities to areas defined by the drawings and specifications. The Contractor shall take

preventive measures to protect environmental and natural resources while performing tasks within the work area(s).

Protection of Water Resources: Work performed within 150 feet of bodies of water will require review by PW Natural Resource personnel on a case by case basis, as applicable.

Protection of Standing Timber:

The Contractor shall leave all standing timber, including snags, as is, unless otherwise directed by the Contracting Officer or by the designated Government representative.

Existing wood materials, including standing live trees, dead, down or dying trees, shall remain the property of the US Government. No material shall be removed from Fort Lewis by the Contractor under this contract except as salvage (see Part II, Section 6).

Wildlife trees or other designated trees or areas shall remain undisturbed. These trees or areas will be designated on the ground with special markings.

ENVIRONMENTAL PROTECTION PROGRAM: The Contractor will comply with the Government's Environmental Protection Program as follows:

Regulations and Laws: Comply with all Federal, State and Local laws, regulations and standards regarding environmental pollution listed as mandatory. This includes (but is not limited to) FL Reg. 200-1. All environmental protection matters shall be coordinated through the Contracting Officer₁ or the designated Government representative.

Citations: Citations issued to the Contractor for non-compliance with environmental standards are a matter for resolution between the Contractor and the issuing office of the US EPA, state regulatory authorities, including WA Dept. of Ecology, &/or US Army regulatory authorities.

Coordination: The ENRD (Environmental and Natural Resources Division) of PW (Public Works) is the coordinator for all environmental concerns at Fort Lewis and its sub-installations. The Contractor shall make contact with ENRD through the designated Government representative.

Environmental & Hazmat. Precautions: Furnish and provide ALL of their contractor personnel with preventive items and materials, including (but not limited to) spill kits, absorbing pads, etc., to prevent or minimize spill incidents involving hazardous materials. Such hazardous materials include (but are not limited to): petroleum products (gasoline, diesel, motor oil), hydraulic fluid, grease, paint etc. Proper disposal of hazardous materials and / or any accrued hazardous waste are the sole responsibility of the contractor. NO hazardous materials or hazardous waste items are to be left out unattended or unsecured on any sites on Ft. Lewis. ALL hazardous materials need to be properly handled and properly stored, in approved containers and in approved storage containers. In addition, ALL spills must be reported IMMEDIATELY, by calling 911 and then notifying the Contracting Officer and the designated Government representative of the spill incident(s). Please use extreme caution when handling, transporting and using any hazardous materials, to prevent accidental spills and minimize any spill incidents. Spills MUST be cleaned up immediately, and spills should be prevented from spreading, especially from going into water and water drainage areas. Failure to report any spill incidents will likely result in contract shut-down and potential fines. All Contractor-generated trash, refuse and waste shall be removed from the work site to locations off the installation.

TECHNICAL PROVISIONS

STAND/PLANTATION DESCRIPTION: The areas to be precommercially thinned are predominantly Douglas-fir plantations with minor amounts of other conifer and hardwood species and brush.

Detailed Area Information: See Appendix A.

Summary of Contract Specifications: Perform all contract specifications designed to reduce the number of trees present in the stand due to overcrowding/overstocking. The residual trees in the plantations will be healthy, dominant and co-dominant trees with good form and vigor. The overall prescribed spacing is 15 x 15 feet between leave trees, however there will be variation due to species composition and current stocking. Cut trees must be within 3 feet of the ground and not left leaning against leave trees. Stump height shall not exceed six inches in height. Slash shall

be pull-backed, lopped, and scattered 20 feet back from all designated roads and unit perimeters to reduce fire hazard. The Contractor shall furnish mechanical equipment such as chain saws, brush saws or equivalent equipment to perform work. The Contractor shall adjust production to varying site and terrain conditions which includes scotch broom areas. In addition, the Contractor shall be aware that stumps and rocks along with foxholes for military training may be present on the units to be worked.

DEFINITION OF TERMS OF TECHNICAL SPECIFICATIONS:

Slashing: The cutting of undesirable hardwood trees and brush.

Precommercial thinning: The cutting of trees in excess of those required for future management that are currently of unmerchantable size.

Average spacing: The average distance between leave trees.

Leave trees: Trees which are left growing for future management that meet size, spacing and cull-tree requirements as defined in this contract. Leave trees have commercial value and include: Douglas-fir, western red cedar, western hemlock, grand fir, western white pine, ponderosa pine, and red alder.

Cut trees: Trees greater than 2 (two) feet in height that are not needed to meet average spacing requirements. This does not include shrubs, scotch broom, or vine maple.

Diameter at Breast Height (DBH): Diameter of the stem or tree measured at a point 4.5 feet above the highest ground level.

Stands to be thinned: Stands in which the individual trees to be cut are greater than 2 feet in height.

Hung-Up Tree: Any tree that has been cut and is suspended above the ground level by a leave tree.

Thinning Slash: All debris created on the contract area by the precommercial thinning operation. This includes the limbs, boles and tops of the cut trees.

Limbing or Lopping: To cut the branches from the main stem (bole) of the tree.

Stump Height: The allowable height of the stump of the cut or slashed tree. This shall not exceed 6 inches in height.

Excess Trees: Uncut trees that are not needed to meet average spacing requirements, or those that are defined as cull trees.

Deficient Trees: Cut trees that should have been left to maintain average spacing requirements.

Cull Trees: Trees that may contain rot; trees that may contain bole defects.

Crooked Trees: Trees containing or having sharp turns or bends in the main stem or bole.

Forked Trees: Trees which have two or more main stems in the live crown of the tree.

Broken Top: Trees that have the main stem broken off in which the broken portion is more than ¼ the total tree height.

Unhealthy Trees: Trees with yellowing crown or obvious needle cast disease (needles in crown are thinner than surrounding trees).

Marked Trees: Trees that are specially marked by the Government. These trees are marked in yellow or orange paint and are designated as leave trees. Blue paint on trees designates cut trees.

Stump Diameter: Diameter of stem measured at a point six (6) inches above the ground on the high side.

Damage to Reproduction: Damage to young trees includes, but is not limited to, breakage, scarring, or accumulation of slash around and on top of the young trees.

SELECTION OF LEAVE TREES: Selection of leave trees shall be made by the Contractor according to the specifications and terms of the contract except for specially marked trees.

Leave trees shall generally be those of tallest height, largest crown, and straightest stems that are free of damage due to insects, disease, physical or mechanical causes. Commercial conifers and hardwood species are both to be considered.

Trees will be left and retained as leave trees, as needed to meet the average spacing requirements as specified, provided that they are not cull trees. Spacing may be varied up to 3 feet to select the most desirable tree. The number of trees per acre, however, shall not be materially increased or decreased, and spacing shall be maintained whenever possible.

If no healthy, undamaged tree exists at the required spacing interval, leave the most healthy, least damaged tree available.

All trees = (greater than or equal to) ten (10) inches in diameter are designated as leave trees unless they are marked by the Government as cut trees.

Oak trees are to be included in the spacing of the leave trees regardless of size. When an oak tree is selected as a leave tree, excess oaks and Douglas fir should be cut.

Retention of tree species other than Douglas-fir and red alder should be a priority when trees are of comparable vigor.

The Contractor shall exercise care to prevent damage to leave trees. If a leave tree is accidentally cut or damaged, the Contractor shall leave a substitute tree that will meet the specification of a leave tree.

CUTTING REQUIREMENTS:

Hung up trees will not be allowed.

Trees shall be completely severed from the stump.

The cut surface of the stumps shall be cut flat.

Trees shall be cut below the lowest live limb and not more than six (6) inches above the ground.

SLASH REQUIREMENTS:

Slash shall be removed from driveable roads.

Slash shall be pull-backed, lopped, and scattered 20 feet back from all designated roads and unit perimeters.

All thinning slash shall be placed within 3 feet of the ground level.

SALVAGE RIGHTS: The Contractor may elect to salvage materials from the worksite limited only to the precommercial thinning slash created with this contract. This does not include any cull logs, downed woody debris or wind throws created from a previous event.

The Contractor shall notify the Contracting Officer prior to and upon completion of any salvage activities performed. This notice shall include identification of employees performing the work, location of activity, and type of material involved.

Salvage operations shall start only after the completed precommercial thinning work in the unit has been accepted by the Government.

In the event that the salvage operation causes damage to the work area or residual trees, this right may be terminated by the Contracting Officer.

Salvage operations may be suspended by the Government if the Contractor is behind in contract work progress by more than 10%.

Salvage materials must be removed within contract time.

The Government will not be responsible for any theft of salvageable material that may occur.

Removal of salvageable material is permitted Monday through Friday.

FIRE RESPONSIBILITY: The Contractor shall be responsible to familiarize his/her employees with the Washington State Forest Fire Protection Requirements and shall adhere to them at all times. The precommercial thinning operation will be subject to inspection for adherence/compliance to regulations and presence of fire tools. All spark emitting engines must be equipped with approved spark arresters.

FIRE HAZARD CLOSURE: The designated Government representative shall have the authority to suspend the work, wholly or in part, by written notice for such period(s) as may be deemed necessary due to hazardous forest fire conditions, as applicable.

SUSPENSION OF WORK: The designated Government representative will have the authority to suspend the work wholly or in part by written notice, for such period as she may deem necessary due to fire conditions, military training exercises, unsuitable weather, and any other conditions or situations deemed unfavorable for the satisfactory execution of the work. Where total suspension is not due to any fault of the contractor, the time allowed for completion of the contract shall be extended an equal time. No time allowance shall be made for periods of partial suspension.

INSPECTIONS, ACCEPTANCE & PAYMENT:

Inspection: The designated Government representative or a designated inspector, will make periodic inspections while the work is in progress. This will generally occur on a daily basis. The Contractor or his representative is encouraged to observe the inspection and will receive inspection summaries upon request.

Inspections shall consist of 1/20th acre plots (26.3 ft radius) every 5 acres (1% sample) and will be distributed over the entire unit. Plot centers will be marked and numbered.

Each plot will be examined to record findings on the items listed below:

1. Number of leave trees that should have been left.
2. Number of trees that were left.
3. Number of deficient trees (cut trees that should have been left).

4. Number of excess trees (leave tree that should have been cut).

5. Remarks concerning deficient or excess trees.

Acceptance and Payment: Based on the inspection plots for each unit, the quality of thinning shall be calculated as follows:

$1 \text{ minus } \{(\# \text{ of deficient trees} + \# \text{ of excess trees}) \div \text{total number of trees that should have been left}\}$

multiplied x **100** = % Quality

% Quality at 90% or above will be paid at full bid price.

When the inspection results are below 90 percent and excess trees are the reason for the insufficiency, payment will not be made until the insufficiency has been corrected.

If any rework is necessary, reinspection will be performed as described in paragraph 10.1, but on different plots.

If the percentage of satisfactory thinning falls below 90%, then the thinning operation will cease. After consultation between the Contracting Officer and the Contractor, thinning may resume if approved by the Contracting Officer. Failure of the Contractor to raise the quality of the subsequent thinning to 90% may result in the termination of the contract.

Each unit as set forth in the Schedule of Items and Appendix A, will be inspected as a separate unit and will not be averaged with any other unit for acceptance or payment. Slash conditions on each unit will be inspected and must be approved before payment on that unit will be made.

Payment will be made for each unit when inspected and accepted by the Government and after proper invoicing from the Contractor.

PERFORMANCE SCHEDULE: Ninety (90) calendar days are provided to complete work under Bid Item 1; one hundred and sixty (160) calendar days are provided to complete work under Bid Item 2.

APPENDIX A

Unit Name	Acres	Topography	Stem Density Trees/Acre	Species	Predominant Stem Size	PCT Spacing	Comments
Westom #4	16	Sloped	1770	99%DF 1%RA	0-2 inches	15 x 15	Ave. hgt: 18 ft
Ohman	76	Flat	389	83%DF 16%RA 1%WRC	2.1-4 inches	15 x 15	Ave. hgt: 26 ft Scotch broom
Sixth Division	52	Flat	668	100%DF	0-2 inches	15 x 15	Ave. hgt: 31 ft Ocean spray
Dogshead	48	Sloped	383	99%DF 1%WO	6.1-8 inches	15 x 15	Ave. hgt: 39 ft Hazel and Scouler willow
N. Berry Strip #2	36	Flat	566	64%DF 33%RA 3%WRC	2.1-4 inches	15 x 15	Ave. hgt: 30 ft.
Jan's Hill Shelterwood	68	Flat	620	93%DF 6%WO 1%BM	2.1-4 inches	15 x 15	Ave. hgt: 27 ft. Scotch broom
Cheek Hill II Shelterwood	71	Flat	408	91%DF 5%WO 4%BM	0-2 inches	15 x 15	Ave. hgt: 21 ft
Moore Woods II	21	Flat	610	94%DF 4%WO 2%WH	6.1-8 inches	15 x 15	Ave. hgt: 34 ft
Coffee Creek	64	Flat	382	94%DF 6%PP	6.1-8 inches	15 x 15	Ave. hgt: 38 ft Scotch broom
Bower (unburned)	52	Flat	379	77%DF 23%WO	6.1-8 inches	15 x 15	Ave. hgt: 32 ft

Species Abbreviation: DF = Douglas fir, WRC = Western red cedar, RA = Red alder, BM = Bigleaf maple,
WO = White oak, WH = Western hemlock, PP = Ponderosa pine

CLAUSES INCORPORATED BY REFERENCE

52.212-1 Instructions to Offerors--Commercial Items JAN 2005

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It (☐) is, (☐) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It (☐) has, (☐) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the

small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
_____ ---	_____ ---
_____ ---	_____ ---
_____ ---	_____ ---

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
----- ---	----- ---
----- ---	----- ---
----- ---	----- ---

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
----- -----
----- -----
----- -----

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
---	---
_____	_____
---	---
_____	_____
---	---

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
---	---
_____	_____
---	---
_____	_____
---	---

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to

mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising

under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

____ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

____ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

____ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX____ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX____ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is

cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://www.farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of provision

WAGE DETERMINATION

77-0209 32 Forestry and Land Management Services [12]

REGISTER OF WAGE DETERMINATIONS UNDER	³	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	³	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	³	WAGE AND HOUR DIVISION
	³	WASHINGTON, D.C. 20210
	³	
	³	
William W. Gross		Division of Wage
Director		Determinations
	³	Wage Determination No: 1977-0209
	³	Revision No: 32
	³	Date Of Revision: 06/27/2005

 State: Washington

Area: Washington Statewide

****Fringe Benefits Required Follow the Occupational Listing****

Forestry Industry

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

08010 - Brush/Precommercial Thinner 12.34
 08040 - Choker Setter 14.78
 08070 - Faller/Bucker 21.07
 08100 - Fire Lookout 9.41
 08160 - Forestry/Logging Heavy Equipment Operator 16.70
 08190 - Forestry Technician 16.70
 08190 - Forestry Truckdriver 16.70
 08250 - General Forestry Laborer 12.33
 08280 - Nursery Specialist 15.29
 08310 - Slash Piler/Burner 9.41
 08340 - Tree Climber 13.81
 08370 - Tree Planter 12.34
 08400 - Tree Planter, Mechanical 12.34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; and 3 weeks after 5 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job

descriptions may also be obtained from the appropriate contracting officer.
 REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.